

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK

IN RE:

HELEN SHAUB

Debtor

2023 APR 12 P 1:54

RECEIVED

CASE NO.: 1-23-40523-nhl

CHAPTER 7

HON. JUDGE:
NANCEY HERSEY LORD

HEARING DATE:
APRIL 19, 2023
AT 3:00 PM

CHAPTER 7 DEBTOR'S CERTIFICATION IN OPPOSITION

To the Honorable Nancey Hersey Lord, Bankruptcy Judge;

I, Helen Shaub, the Debtor in this case opposes the Motion for Relief from the Automatic Stay filed by the Movant, SN Servicing Corporation, creditor.

I oppose the Motion for Relief for the following reasons:

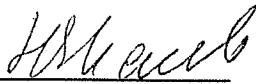
1. In the State of New York, the promissory note and mortgage are contracts, and the six-year statute of limitations is applicable.
2. The Movant states in their Notice of Motion that the last payment received was applied to the payment due November 1, 2012.
3. The last payment made was 11 years and about five months ago, therefore making this a time-barred debt.
4. A debt collector must maintain reasonable procedures for determining the statute of limitations applicable to a debt it is collecting and whether such statute of limitations has expired.
5. The Fair Debt Collection Practices Act's (FDCPA) definition of "debt collector" includes lawyers who regularly, through litigation, attempt to collect consumer debts. (See Heintz v Jenkins, 514 U.S. 291, 294-95, 115 S. Ct. 1489, 131 L. Ed. 2d 395 (1995)).
6. The Fair Debt Collection Practices Act, 15 U.S.C. section 1692, et seq strictly prohibits debt collectors from seeking payment on legally time-barred debts.

7. It is a violation of the FDCPA for a debt collector to bring or threaten to bring legal action—whether explicitly or implicitly— against a consumer to collect a time-barred debt (12 CFR § 1006.26; see generally 86 Fed Reg 5766, 5781–82 [describing CFPB interpretation of this rule]);
8. The New York State Department of Financial Services states in debt collection rule 23 NYCRR 1, Section 1.3, is required to inform the borrower that the statute of limitations has expired.
9. The Movant, SN Servicing Corporation is a servicer. It's only the creditors who may obtain relief from the automatic stay.
10. In *Re Mims*, 438 B.R. 52 (Bankr. S.D.N.Y. 2010) to have standing to seek relief from stay, Movant, which acts as the representative of U.S. Bank, must show that U.S. Bank holds both the "Mortgage and the Note." *Mims*, 438 B.R. at 56.
11. The Movant has no legal right to enforce the subject "Note and Mortgage" and does not have possession of the "Mortgage and Note" by way of a valid Assignment of Mortgage.
12. Mortgage Electronic Registration Systems, Inc., (MERS) has no right or legal authority to assign the "Mortgage or the Note."
13. The Movant states in their Notice of Motion that the Assignment of Mortgage was ultimately assigned on February 10, 2020.
14. Assuming the Assignment of Mortgage was actually valid, which it's not, the six-year statute of limitations had long expired.
15. MERS cannot demonstrate an agency relationship between itself and the note holder that gives (MERS) the authority to transfer Assignments from one entity to another.
16. Furthermore, it would be against (MERS') procedure of operation to make an Assignment, yet (MERS) acknowledges in its very own procedures manual that it cannot make any transfer of Assignments to another.
17. MERS' own admission: "MERS cannot transfer the beneficial rights to the debt. The debt can only be transferred by properly endorsing the Promissory Note to the transferee." (Page 63) **See exhibit A**
18. The Assignment of Mortgage that was recorded and filed on November 29, 2018, with the City Register of the City of New York to claim legal ownership was robo-signed and is therefore, invalid.
19. Robo-signing is illegal and has been outlawed in the State of New York.
20. America's Wholesale Lender was not and never was a New York Corporation. Countrywide trademarked the name (Reg. #1872784) but never incorporated America's Wholesale Lender as a corporation in New York. The now defunct lender also failed to file DBA papers in the State of New York.

21. America's Wholesale Lender, stated to be a New York Corporation, was not in fact Incorporated, or subsequently, at any time, by Countrywide Home Loans or Bank of America, or any of their related corporate entities or agents.
22. America's Wholesale Lender was not licensed as a mortgage lender in the State of New York on September 27, 2018, or thereafter, and therefore, the Assignment of Mortgage filed on November 29, 2018, with the City Register of the City of New York is therefore, invalid and void.
23. America's Wholesale Lender did not exist on September 27, 2018. Additionally, Mortgage Electronic Registrations Systems, Inc. (MERS) has no right or legal authority to Assign the Mortgage or the note. An Assignment from MERS is defective. MERS is also without legal authority to assign. (See Bank of New York. v Silverberg, 2011 NY Slip Op 05002 [86 AD3d 274]). **See exhibit B**
24. (MERS) cannot transfer something it never proved it possessed. See HSBC Bank USA v. Taher, 2011 WL 2610525, at *10 (N.Y. Ct. July1, 2011), Citibank, N.A. v. Herman, 125 A.D.3d 587, 3 N.Y.S.3d 379 (2d Dept. 2015)
25. The Movant's Declaration of Business Records is silent on physical possession of the "Mortgage and Note." Similarly, in U.S. Bank National Association v. Handler, 140 A.D.3d 948, 34 N.Y.S.3d 463 (2d Dept. 2016), the Appellate Division, Second Department held that an affidavit from the vice-president of the lender's servicing agent "who did not attest that he was personally familiar with the plaintiff's record keeping practices with respect to the Note...failed to establish, prima facie, that the plaintiff had physical possession of the "Mortgage and Note" prior to the commencement of the action."

Wherefore, I respectfully request that this Court enter an order denying the relief requested.

Dated: April 12, 2023

By 

Helen Shaub
447 95th Street, Apt 3B
Brooklyn, New York 11209
(917) 797-9985

Sworn to before me this

12th Day of April 2023



NOTARY PUBLIC

LISA A SYPA
Notary Public, State of New York
No. 01SY6168200
Qualified in Kings County
My Commission Expires 6/1/23

Exhibit A



Procedures Manual

Release 19.0
June 14, 2010

Transfer of Beneficial Rights to Member Investors

Overview

Although MERS tracks changes in ownership of the beneficial rights for loans registered on the MERS[®] System, MERS cannot transfer the beneficial rights to the debt. The debt can only be transferred by properly endorsing the promissory note to the transferee. As a MERS Member you have two options for registering a transfer of beneficial rights to another Member: Option 1 and Option 2. The determination of whether Option 1 or Option 2 is used is based on the Membership Profile of the purchasing investor.

An Option 1 transfer can be created in either flat file/EDI X12 mode or online.

Option 1

In an Option 1 transfer, the Investor transfers beneficial rights on a system other than MERS (example: MORNET) and that system then initiates the MERS transaction.

Loans in an Option 1 batch that have not been registered are automatically reprocessed (“cycled”) until the loans have been registered, up to ten (10) calendar days from the Transfer Date. Option 1 investors receive notification when MIN cycling begins through the *Transfer of Beneficial Rights Reject Report*.

If you include MINs that are not registered in your agency transmission (e.g. MORNET), you will receive an abbreviated version of the *Transfer of Beneficial Rights Reject Report* listing these unregistered MINs. It is your responsibility to register these MINs immediately, entering your MERS Org ID in the Investor field. If you register them after the 10 day cycling process is over, you must name the Agency in the Investor field.

An Option 1 Transfer of Beneficial Rights will replace any Option 2 investor on the loan. The investor that was removed during the Option 1 process is notified of its removal by the *Investor Removed by Option 1 TOB report*. Additionally, Interim Funder and Warehouse Gestation Lender interests are released automatically in an Option 1 beneficial rights transfer. No confirmations are required for Option 1 transfers.



TERMS AND CONDITIONS

1. MERS, which shall include MERSCORP, Inc. and Mortgage Electronic Registration Systems, Inc., and the Member shall abide by these Terms and Conditions, the Rules and Procedures (collectively, the "Governing Documents"), copies of which will be supplied upon request. The Governing Documents shall be a part of the terms and conditions of every transaction that the Member may make or have with MERS or the MERS® System either directly or through a third party. The Member shall be bound by any amendment to any of the Governing Documents.
2. The Member, at its own expense, shall promptly, or as soon as practicable, cause MERS to appear in the appropriate public records as the mortgagee of record with respect to each mortgage loan that the Member registers on the MERS® System. MERS shall serve as mortgagee of record with respect to all such mortgage loans solely as a nominee, in an administrative capacity, for the beneficial owner or owners thereof from time to time. MERS shall have no rights whatsoever to any payments made on account of such mortgage loans, to any servicing rights related to such mortgage loans, or to any mortgaged properties securing such mortgage loans. MERS agrees not to assert any rights (other than rights specified in the Governing Documents) with respect to such mortgage loans or mortgaged properties. References herein to "mortgage(s)" and "mortgagee of record" shall include deed(s) of trust and beneficiary under a deed of trust and any other form of security instrument under applicable state law.
3. MERS shall at all times comply with the instructions of the holder of mortgage loan promissory notes. In the absence of contrary instructions from the note holder, MERS shall comply with instructions from the Servicer shown on the MERS® System in accordance with the Rules and Procedures of MERS.
4. No rights or obligations of the Member with respect to any data or information supplied to MERS by or on behalf of the Member shall be altered or affected in any manner by the provision of such data or information to MERS (except as otherwise specifically provided in these Terms and Conditions or the Rules of Membership).
5. If the Member uses MERS as Original Mortgagee (MOM) on the security instrument, the loan must be registered on the MERS® System within 10 days of the Note Date.
6. MERS and the Member agree that: (i) the MERS® System is not a vehicle for creating or transferring beneficial interests in mortgage loans, (ii) transfers of servicing interests reflected on the MERS® System are subject to the consent of the beneficial owner of the mortgage loans, and (iii) membership in MERS or use of the MERS® System shall not modify or supersede any agreement between or among the Members having interests in mortgage loans registered on the MERS® System.
7. If the Member has a third-party register loans (the "Registrar") on the MERS® System on behalf of the Member, the Registrar shall not be deemed an agent of MERS. The Registrar shall be solely an agent for the Member, and MERS is only giving consent to the Member to use a Registrar to enter information on the MERS® System on behalf of the Member. The Member agrees that MERS is not liable to the Member for any errors and omissions, negligence, breach of confidentiality, breach of the Rules and Procedures, or willful misconduct of the Registrar, or any employee, director, officer, agent or affiliate of the Registrar in performing its services to the Member.
8. The Member shall promptly pay to MERS the compensation due it for transactions registered on the MERS® System and other services rendered to the Member based on the then current MERS fee schedules, which may change from time to time. The Member shall promptly pay to MERS any interest and penalties on delinquent fee payments at the rate set by MERS from time to time. MERS shall have the authority to impose reasonable penalties and fines on Members for breach of the Governing Documents, and the Member shall promptly pay such fines in accordance with the terms of their imposition.
9. MERS shall indemnify and hold harmless the Member, and any employee, director, officer, agent or affiliate of the Member ("Member Party"), from and against any and all third-party claims, losses, penalties, fines, forfeitures, reasonable attorney fees and related costs, judgments, and any other costs, fees and expenses ("indemnified Payments") that the Member Party may sustain directly from the negligence, errors and omissions, breach of confidentiality, breach of the Terms and Conditions, breach of the Rules and Procedures, or willful misconduct of MERS, or any employee, director, officer, agent or affiliate of MERS ("MERS Indemnified Claim"). Notwithstanding the foregoing, MERS shall not be liable or responsible under the terms of this Paragraph for any losses or claims

resulting from the actions or omissions of any person other than an employee, director, officer (who is also an employee of MERS), agent or affiliate of MERS.

The Member shall indemnify and hold harmless MERS, and any employee, director, officer, agent or affiliate of MERS ("MERS Party"), for any Indemnified Payments which do not result from a MERS Indemnified Claim and which such MERS Party incurs (i) from the negligence, errors and omissions, breach of confidentiality, breach of the Terms and Conditions, Rules and Procedures, or willful misconduct of a Member Party, (ii) with respect to a transaction on the MERS® System initiated by such Member, or (iii) as a result of compliance by MERS with instructions given by the Member, or its designee, as beneficial owner, servicer or secured party shown on the MERS® System ("Member Indemnified Claim").

MERS shall promptly notify the Member if a claim is made by a third party against either MERS or the Member with respect to any mortgage loan registered on the MERS® System in which the Member is shown on the MERS® System as beneficial owner, servicer or secured party in accordance with the Rules and Procedures. The Member shall promptly notify MERS if a claim is made against the Member that may be subject to the indemnification provisions of this Paragraph.

The obligations of MERS and the Member under this Paragraph shall survive the termination of the Member's use of the MERS® System.

10. MERS and the Member shall maintain appropriate insurance coverage that shall include an errors and omissions insurance policy and a fidelity bond. MERS shall not be required to maintain coverage for persons who may be appointed at the request of the Member as certifying officers of MERS. The Member's policies shall protect and insure MERS against losses in connection with the release or satisfaction of a mortgage loan without having obtained payment in full of the indebtedness secured thereby. Upon request, MERS or the Member shall cause to be delivered to the other a certified true copy of such errors and omissions insurance policy and fidelity bond.

In the event of any loss of principal or interest on a mortgage loan or any Indemnified Payments for which reimbursement is received from a fidelity bond or any errors and omissions insurance policy or other insurance policy, the proceeds from any such bond or insurance shall be held in trust for and be promptly paid to the Member who is shown as the servicer on the MERS® System on behalf of the beneficial owner unless otherwise requested by the beneficial owner.

11. Any notice or other communication which is required or permitted to be given or made to MERS pursuant to any provision of the Governing Documents shall be given or made in writing and shall be sent by nationally recognized overnight courier, or facsimile followed by delivery of the original via first class mail, addressed as follows: MERS, Corporate Secretary, 1818 Library Street, Suite 300, Reston, Virginia, 20190.
12. These Terms and Conditions and all transactions effected by the Member with MERS shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to its choice of law provisions.
13. Neither the Member nor MERS shall institute a proceeding before any tribunal to resolve any controversy or claim arising out of or relating to these Terms and Conditions, Rules and Procedures, or the breach, termination or invalidity thereof (a "Dispute"), before such party has sought to resolve the Dispute through direct negotiation with the other party. If the Dispute is not resolved within thirty (30) days after a written demand for direct negotiation, the parties shall attempt to resolve the Dispute through mediation. If the parties do not promptly agree on a mediator, either party may request the then chief judge of the Circuit Court of Fairfax County, Virginia to appoint a mediator. All mediation proceedings hereunder shall be held in Washington, D.C. If the mediator is unable to facilitate a settlement of the Dispute within a reasonable period of time, as determined by the mediator, the mediator shall issue a written statement to the parties to that effect and the aggrieved party may then seek relief in accordance with the arbitration provisions of this Paragraph. The fees and expenses of the mediator shall be paid by the party initiating the Dispute.

In the event that the Member and MERS are not able to resolve a Dispute in accordance with the mediation provisions of this Paragraph, such Dispute shall be settled by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof; provided, however, that the place of arbitration shall be Washington, DC, and fees and expenses for the arbitration proceedings shall be paid by the party initiating arbitration.

Exhibit B

NYS Department of State

Division of Corporations

Entity Information

The information contained in this database is current through January 22, 2018.

Selected Entity Name: AMERICA'S WHOLESALE LENDER, INC.

Selected Entity Status Information

Current Entity Name: AMERICA'S WHOLESALE LENDER, INC.

DOS ID #: 3753565

Initial DOS Filing Date: DECEMBER 16, 2008

County: NEW YORK

Jurisdiction: NEW YORK

Entity Type: DOMESTIC BUSINESS CORPORATION

Current Entity Status: INACTIVE - Dissolution by Proclamation / Annulment of Authority (Jun 29, 2016)

Information to reinstate a corporation that has been dissolved by proclamation or annulment of authority by proclamation is available on the New York State Department of Taxation and Finance website at www.tax.ny.gov keyword TR-194.1 or by telephone at (518) 485-6027

Selected Entity Address Information

DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)

NATIONAL REGISTERED AGENTS, INC.
111 EIGHTH AVENUE
NEW YORK, NEW YORK, 10011

Chief Executive Officer

DENNIS BELL
875 AVE OF THE AMERICAS
STE 105
NEW YORK, NEW YORK, 10001

Principal Executive Office

AMERICA'S WHOLESALE LENDER, INC.
875 AVE OF THE AMERICAS
STE 105
NEW YORK, NEW YORK, 10001

Registered Agent

NATIONAL REGISTERED AGENTS, INC.
111 EIGHTH AVENUE
NEW YORK, NEW YORK, 10011

This office does not record information regarding the names and addresses of officers, shareholders or directors of nonprofessional corporations except the chief executive officer, if provided, which would be listed above. Professional corporations must include the name(s) and address(es) of the initial officers, directors, and shareholders in the initial certificate of incorporation, however this information is not recorded and only available by viewing the certificate.

LMBC NO 100951

Banking Department



State of New York

Whereas,

**Countrywide Home Loans, Inc. DBA
America's Wholesale Lender**

a corporation organized in the year 1969 under the Laws of the State of New York, having its principal place of business at

**4500 Park Granada Blvd.-CH-11
Calabasas, CA 91302**

has made application to the Superintendent of Banks of the State of New York for a license to transact the business of a Licensed Mortgage Banker pursuant to Article XII-D of the Banking Law at

**7105 Corporate Drive
Plano, TX 75024**

And Whereas, The said applicant has complied with the requirements of said Article XII-D of the Banking Law;

Now, Therefore, Be it known that the said applicant is hereby licensed to carry on the business of a Licensed Mortgage Banker at the above location and under the above name, pursuant to Article XII-D of the Banking Law and subject to all rules and regulations lawfully made by the Superintendent of Banks of the State of New York relating to such business.

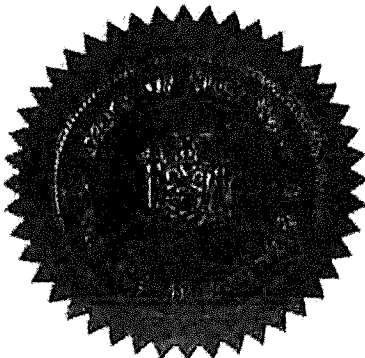
In Witness Whereof, I have hereunto set my hand and cause the official seal of the Banking Department to be affixed this 26th day of June, 2001.

**Elizabeth McCaul
Superintendent of Banks**

By:

A handwritten signature in dark ink, appearing to read "Paul J. Fazio".

**Paul J. Fazio
Deputy Superintendent of Banks**



BE 20139

Done 4/1/09 PMC



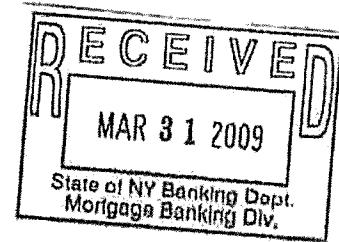
Countrywide®

8521 FALLBROOK AVE
MAIL CODE CA9-902-02-01
WEST HILLS, CA 91304

(818) 316-8000
(818) 316-8752 FAX

Via FedEx Overnight Mail

March 30, 2009



Ms. Rholda Ricketts
State of New York
Department of Banking
Mortgage Bankers Division
One State Street
New York, NY 10004

**Re: Countrywide Home Loans, Inc.
License Surrender**

Dear Ms. Ricketts:

This letter is to serve as notice to the New York State Department of Banking that Countrywide Home Loans, Inc. hereby requests the surrender of its New York Mortgage Banker licenses. Attached is a list of the currently active licenses that are to be surrendered, along with either the original licenses or lost license affidavits as applicable.

Also enclosed as required, is the completed MU1 and MU3 forms. Additionally listed below is the information required with regards to the Books and Records as well as the Consumer Complaint contact:

Book and Records – See Attached Records Retention Statement.

Contact: Karen Garvin, Vice President for State Regulatory Audits
8521 Fallbrook Avenue, MSN: CA9-902-02-01
West Hills, CA 91304
Telephone: (818) 316-8441

Consumer Complaints

Contact: Janis Allen, Senior Vice President & Assistant General Counsel
400 Countrywide Way, MSN: CA6-919-02-01
Simi Valley, CA 93065
Telephone: (805) 577-3375

4/1/09

4/1/09

Rholda Ricketts
March 27, 2009
Page 2

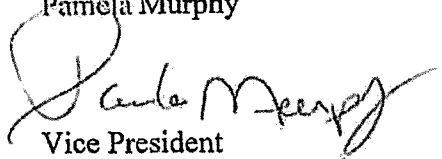
As for the pipeline information, Countrywide Home Loans, Inc. has no loans in the pipeline to report.

We would also like to advise you that the Final Volume Operation Report is currently being prepared and will follow under separate cover.

Should you have any questions or require any additional information, please feel free to contact me at (818) 316-8433 or via e-mail at pamela_murphy@countrywide.com.

Sincerely,

Pamela Murphy



Vice President
State Licensing

Enclosure

Record Retention Statement Countrywide Home Loans, Inc.

Financial records are maintained at: 30870 Russell Ranch Road, Westlake Village, CA 91362.

Countrywide Home Loans, Inc.'s main servicing facility is located at the following address:

400 Countrywide Way
Simi Valley, CA 93065

Servicing records are maintained in one or a combination of the following:

- a) On-line
- b) Imaging
- c) Hard copy files

Hard copy files are archived at one of the following locations:

Recall - 2675 Pomona Blvd. Pomona, CA 91768	Phone (562) 254-6851
1092 Brengle Ave, Orlando, FL 32808	Phone (407) 298-2686 ext 222

Iron Mountain - 635 8th Street, San Fernando, CA 91340	Phone (602) 863-2031 ext 240
4117 Pinnacle Point Dr, Dallas, TX 75247	Phone (972) 554-5246

Source Corp - 20500 Belshaw Ave, Carson, CA 90746	Phone (310) 763-7575 ext 220
---------------------------------------------------	------------------------------

These files are stored for the timeframe required by state law and are available for review by authorized parties only.

License No	Address	City, State & Zip Code
✓ 05089	4500 Park Granada	Calabasas, CA 91302
✓ 104083	2375 N Glenville Drive, Building B, 1st Fl	Richardson, TX 75082
✓ 105113	2380 Performance Drive	Richardson, TX 75082
✓ 05097	400 Countrywide Way	Simi Valley, CA 93065
✓ 101790	6440 Southpoint Parkway, Suite 300	Jacksonville, FL 32216
✓ 100951	7105 Corporate Drive	Plano, TX 75024

no license

in CA

in CA

in CA

in CA

in CA

Banking Department

LMBC No 05089



State of New York

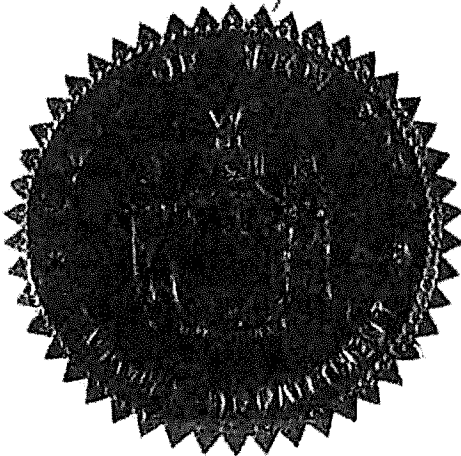
Whereas,

a corporation organized in the year _____ under the Laws of the State of _____,
 having its principal place of business at _____
 _____ has made
 application to the Superintendent of Banks of the State of New York for a license to transact the business of a
 Licensed Mortgage Banker pursuant to Article XII-D of the Banking Law at

And Whereas, The said applicant has complied with the requirements of said Article XII-D of the
 Banking Law:

Now, Therefore, Be it known that the said applicant is hereby licensed to carry on the business of a
 Licensed Mortgage Banker at the above location and under the above name, pursuant to Article XII-D of the
 Banking Law and subject to all rules and regulations lawfully made by the Superintendent of Banks of the State
 of New York relating to such business.

In Witness Whereof, I have hereunto set my hand and
 cause the official seal of the Banking Department to be affixed
 this _____ day of _____,
 19____.



Deputy Superintendent of Banks

LOST LICENSE / CERTIFICATE AFFIDAVIT

Name of Licensee/ Registrant: Countrywide Home Loans, Inc.

Main Office Address: 4500 Park Granada

Calabasas, CA 91302

Date: _____

Deputy Superintendent of Banks Rholda L. Ricketts
New York State Banking Department
Mortgage Banking Division
One State Street
New York, NY 10004-1417

Dear Deputy Ricketts:

Please be advised that the following licenses/certificates have been lost:

Licenses/Certificates #'s: 104083 ✓

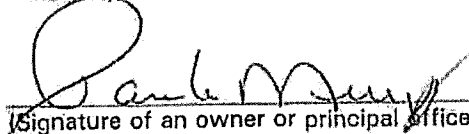
Licensed Location(s): 2375 N. Glenville Drive, Bldg B, 1st Floor

Richardson, TX 75082

I hereby certify that this affidavit is being executed in lieu of the surrender of the lost licenses/certificates indicated above and that the information presented is true and correct to the best of my knowledge and belief.

Kindly note, that this is an official document of the Banking Department. False or misleading information may be grounds for prosecution. If the licensee is a corporation, a board resolution approving the surrender must be submitted.

Sincerely,



(Signature of an owner or principal officer authorized to submit this affidavit)

Pamela Murphy, Vice President

(Print Name and Title)

Subscribed and sworn to before me this 30th day of March, 2009


(Notary Public)

11/18/05

CALIFORNIA JURAT WITH AFFIANT STATEMENT

- ☒ See Attached Document (Notary to cross out lines 1-6 below)
☐ See Statement Below (Lines 1-5 to be completed only by document signer[s], *not* Notary)

 Signature of Document Signer No. 1

 Signature of Document Signer No. 2 (if any)

State of California

County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this

30th day of March, 2009, by
Date Month Year

(1) Pamela Murphy
Name of Signer

proved to me on the basis of satisfactory evidence
 to be the person who appeared before me (.) (-)

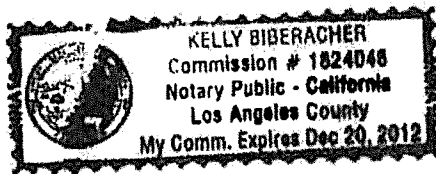
(and

(2) _____
Name of Signer

~~proved to me on the basis of satisfactory evidence
 to be the person who appeared before me.~~

Signature

Signature of Notary Public



Place Notary Seal Above

OPTIONAL

*Though the information below is not required by law, it may prove
 valuable to persons relying on the document and could prevent
 fraudulent removal and reattachment of this form to another document.*

Further Description of Any Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

RIGHT THUMBPRINT OF SIGNER #1
_____ <small>Top of thumb print</small>

RIGHT THUMBPRINT OF SIGNER #2
_____ <small>Top of thumb print</small>

LOST LICENSE / CERTIFICATE AFFIDAVIT

Name of Licensee/ Registrant: Countrywide Home Loans, Inc.

Main Office Address: 4500 Park Granada
Calabasas, CA 91302

Date: _____

Deputy Superintendent of Banks Rholda L. Ricketts
New York State Banking Department
Mortgage Banking Division
One State Street
New York, NY 10004-1417

Dear Deputy Ricketts:

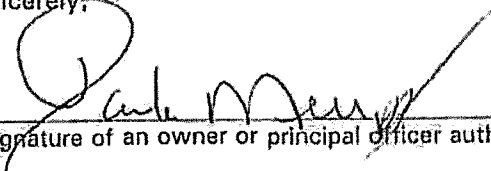
Please be advised that the following licenses/certificates have been lost:

Licenses/Certificates #'s: 105113 ✓
Licensed Location(s): 2380 Performance Drive
Richardson, TX 75082

I hereby certify that this affidavit is being executed in lieu of the surrender of the lost licenses/certificates indicated above and that the information presented is true and correct to the best of my knowledge and belief.

Kindly note, that this is an official document of the Banking Department. False or misleading information may be grounds for prosecution. If the licensee is a corporation, a board resolution approving the surrender must be submitted.

Sincerely,


(Signature of an owner or principal officer authorized to submit this affidavit)
Pamela Murphy, Vice President
(Print Name and Title)

Subscribed and sworn to before me this 30th day of March, 2009


(Notary Public)

11/18/05

CALIFORNIA JURAT WITH AFFIANT STATEMENT

- ☒ See Attached Document (Notary to cross out lines 1-6 below)
☐ See Statement Below (Lines 1-5 to be completed only by document signer[s], *not* Notary)

 Signature of Document Signer No. 1

 Signature of Document Signer No. 2 (if any)

State of California

County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this

30th day of March, 20 09, by
Date Month Year

(1) Pamela Murphy
Name of Signer

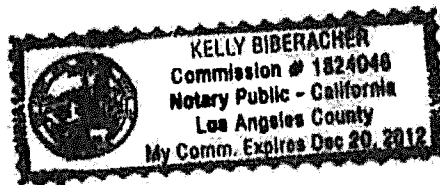
proved to me on the basis of satisfactory evidence
 to be the person who appeared before me (.) (→)

(and)

(2) _____
Name of Signer

~~proved to me on the basis of satisfactory evidence
 to be the person who appeared before me.)~~

Signature Kelly Biberacher
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

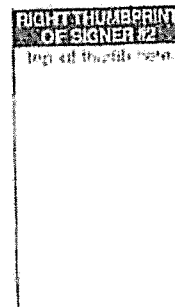
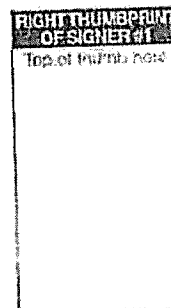
*Though the information below is not required by law, it may prove
 valuable to persons relying on the document and could prevent
 fraudulent removal and reattachment of this form to another document.*

Further Description of Any Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer[s] Other Than Named Above: _____



LOST LICENSE / CERTIFICATE AFFIDAVIT

Name of Licensee/ Registrant: Countrywide Home Loans, Inc.

Main Office Address: 4500 Park Granada

Calabasas, CA 91302

Date: _____

Deputy Superintendent of Banks Rholda L. Ricketts
New York State Banking Department
Mortgage Banking Division
One State Street
New York, NY 10004-1417

Dear Deputy Ricketts:

Please be advised that the following licenses/certificates have been lost:

Licenses/Certificates #'s: 05097

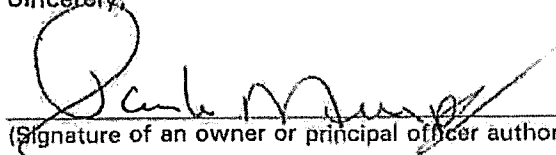
Licensed Location(s): 400 Countrywide Way

Simi Valley, CA 93065

I hereby certify that this affidavit is being executed in lieu of the surrender of the lost licenses/certificates indicated above and that the information presented is true and correct to the best of my knowledge and belief.

Kindly note, that this is an official document of the Banking Department. False or misleading information may be grounds for prosecution. If the licensee is a corporation, a board resolution approving the surrender must be submitted.

Sincerely,



(Signature of an owner or principal officer authorized to submit this affidavit)

Pamela Murphy, Vice President

(Print Name and Title)

Subscribed and sworn to before me this 30th day of March, 2009


(Notary Public)

11/18/05

CALIFORNIA JURAT WITH AFFIANT STATEMENT

- ☒ See Attached Document (Notary to cross out lines 1-6 below)
☐ See Statement Below (Lines 1-5 to be completed only by document signer[s], *not* Notary)

 Signature of Document Signer No. 1

 Signature of Document Signer No. 2 (if any)

State of California

County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this

30th day of March, 20 09, by

(1) Pamela Murphy
Name of Signerproved to me on the basis of satisfactory evidence
to be the person who appeared before me (.) (+)

(and

(2) _____
Name of Signer~~proved to me on the basis of satisfactory evidence
to be the person who appeared before me.)~~Signature Kelly V. Racher
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

RIGHT THUMBPRINT OF SIGNER #1
Top of thumb here

RIGHT THUMBPRINT OF SIGNER #2
Top of thumb here

LOST LICENSE / CERTIFICATE AFFIDAVIT

Name of Licensee/ Registrant: Countrywide Home Loans, Inc.

Main Office Address: 4500 Park Granada
Calabasas, CA 91302

Date: _____

Deputy Superintendent of Banks Rholda L. Ricketts
New York State Banking Department
Mortgage Banking Division
One State Street
New York, NY 10004-1417

Dear Deputy Ricketts:

Please be advised that the following licenses/certificates have been lost:

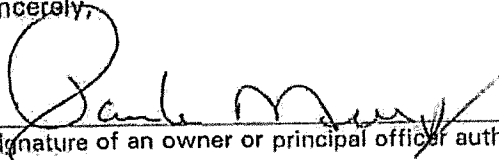
Licenses/Certificates #'s: 101790

Licensed Location(s): 6440 Souhtpoint Parkway, Suite 300
Jacksonville, FL 32216

I hereby certify that this affidavit is being executed in lieu of the surrender of the lost licenses/certificates indicated above and that the information presented is true and correct to the best of my knowledge and belief.

Kindly note, that this is an official document of the Banking Department. False or misleading information may be grounds for prosecution. If the licensee is a corporation, a board resolution approving the surrender must be submitted.

Sincerely,



(Signature of an owner or principal officer authorized to submit this affidavit)

Pamela Murphy, Vice President
(Print Name and Title)

Subscribed and sworn to before me this 30th day of March, 2009


(Notary Public)

11/18/05

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State of California

County of Los Angeles

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30th day of March, 20 09, by
Date Month Year

(1) Pamela Murphy
Name of Signer

proved to me on the basis of satisfactory evidence
to be the person who appeared before me (.) (+)

(and)
(2) _____
Name of Signer

~~proved to me on the basis of satisfactory evidence
to be the person who appeared before me.)~~



Signature Kelly Bibehacher
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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RIGHT THUMBPRINT OF SIGNER #1
Top of thumb here

RIGHT THUMBPRINT OF SIGNER #2
Top of thumb here

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK

-----X
In re:
Helen Shaub

Case No. 1-23-40523nhl

Chapter: 7



Debtor(s)
-----X

CERTIFICATE OF SERVICE

The undersigned certifies that on April 12, 2023, a copy of the annexed papers was served by depositing same, enclosed in a properly addressed postage-paid envelope, in an official depository under the exclusive care of the United States Postal Service within the State of New York, upon *[below specify the name and mailing address of each party served]*:

Friedman Vartolo LLP
Attention: Katherine Heidbrink, Esq.
Attorneys for Movant
1325 Franklin Avenue, Suite 160
Garden City, New York 11530

Office of the United States Trustee
Eastern District of New York
(Brooklyn)
Alexander Hamilton Custom House
New York, New York 10004-1408
U.S. Trustee

Debra Kramer, PLLC
Attention: Debra Kramer
Trustee
10 Pantigo Road - Suite 1
East Hampton, New York 11937

Dated: April 12, 2023

(Signature)

LISA A. SYTA
Notary Public, State of New York
No. 01SY6168200
Qualified in Kings County
Commission Expires 6/11/23

4/12/2023